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**NOTES OF CASES.**

**FORGERY—SUBJECT.**—An instrument in the following form—"Mr. Sage: Please let this boy have a single rig—a good one—and oblige. I will bring it back myself. [Signed] George Clinger," is held in *Hickson v. State* (Neb.), 54 L. R. A. 327, to be the subject of forgery.

**EVIDENCE—INCRIMINATING ANSWER.**—A witness may not refuse to answer questions put to him in taking his deposition before a master on the ground that such answers would criminate him, when the questions do not show that such a result would be possible. *Rosendale v. McNulty* (R. I.), 50 Atl. 850.

**EQUITY—REFORMATION OF INSTRUMENTS.**—A chancellor invariably refuses to reform a written instrument on the testimony of a single witness. No conjectural hardship from failure to reform can condone the reformation of a contract upon vague and uncertain evidence. *In Re Sutch's Estate* (Pa.), 50 Atl. 943.

**DIVORCE—ALIMONY—FINAL DECREE.**—That a judgement for alimony in a divorce proceeding is subject to alteration from time to time by the court which rendered it is held in *Trowbridge v. Spinning* (Wash.), 54 L. R. A. 204, not to prevent its being a final decree which may be enforced in the courts of another State.

**NEGLIGENCE—DRUGGISTS' PRESCRIPTION.**—Negligence in putting up a prescription is held in *Burgess v. Sims Drug Co.* (Iowa), 54 L. R. A. 364, to render a druggist liable for injuries caused thereby, although the negligence is that of a registered pharmacist employed by him, which class alone is allowed by statute to fill prescriptions.

**LIFE INSURANCE—WARRANTY—AGE.**—If the age of an applicant be not as given in the application, it is immaterial whether it was intentionally and wilfully false. If it was, as a matter of fact, false, there is a breach of warranty. *Dinan v. Supreme Council &c.* (Pa.), 50 Atl. 999. See alteration of this harsh rule by Virginia Statute, Acts 1899-1900, p. 550.

**PARTNERSHIP—DIVISION OF PROFITS.**—In the absence of any agreement between parties, the presumption is that the profits are to be divided equally and not in proportion to their respective contributions to the capital. *Broadfoot v. Fraser* (Vt.), 50 Atl. 1054. Citing *Lindley on Partnership*, \*348, \*349; *Paul v. Cul-lum*, 132 U. S. 539; *Peacock v. Peacock*, 16 Ves. 49, 19 Eng. Rul. Cas. 549.

**STATUTE OF LIMITATIONS—NON-RESIDENCE OF DEFENDANT.**—In case a defendant, once resident of the State, departs and resides out of it before a personal judgment against him, the time of his residence abroad is held in *Hogg v. Hartley* (W. Va.), 54 L. R. A. 215, not to excuse the judgment from the statute of limitations, although he was a resident when the cause of action on which the judgment rests arose or accrued.